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3-15-1942

Retail Merchants (Department Stores) and Retail Clerks International Protective Association, Local 219 (1942)

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Retail Merchants (Department Stores) and Retail Clerks International Protective Association, Local 219 (1942)

Location

Belleville, IL

Effective Date

3-15-1942

Expiration Date

3-15-1943

Employer

Retail Merchants (Department Stores)

Union

Retail Clerks International Protective Association

Union Local

219

NAICS

44

Sector

Private

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Comments

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DEPARTMENT STORES, CLOTHING STORES, VARIETY STORES, ETC.

AGREEMENT

BETWEEN

RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION

AND

THE RETAIL MERCHANTS OF THE CITY OF BELLEVILLE, ILLINOIS

THIS AGREEMENT MUTUALLY ENTERED into the 15th day of March, A. D. 1942, by and between, the Retail Clerks' International Protective Association, through their authorized agent, Local No. 219, of the City of Belleville, State of Illinois, hereinafter referred to as the Local, as the party of the first part, and

of the City of Belleville, and State of Illinois, hereinafter referred to as the Merchant, as party of the second part

WITNESSETH:—That the Local in consideration of the promise of the Merchant being faithfully kept and performed, promises and agrees:

STORE CARD

(1) That it will loan, without cost to the merchant, store card No. _____ and that the merchant be responsible to the amount of not more than \$1.00 (One Dollar) for said card. This card is, and shall remain the property of the Local, and must be surrendered by the merchant upon violation of any of the provisions of this agreement or on demand of the Local.

(2) In case no clerks are employed, the merchant will be given the use of the store card of the R. C. I. P. A., provided he recognizes, signs this agreement and lives up to the same rules as stores employing Union Clerks.

MEMBERSHIP AND PERMIT CARDS

(1) The employer agrees to recognize the Union as the exclusive Bargaining agent for all employees except those in an executive capacity.

All employees of the age of sixteen years or older hired by the employers with the exception of those in an executive capacity shall become members of Local 219 within thirty (30) days after commencing work and remain in good standing as such members of the Union during the term of the agreement, and extra and part-time help hired by the employer shall be instructed by the employer to procure permit cards issued by the Secretary of the Union before commencing work.

(2) The Merchant agrees not to retain in his employ, after being notified by the Secretary or Business Agent of Local No. 219, any employee who has not procured said permit card and in every way complied with this section of the agreement.

(3) In stores where there has been a family affair of help or extra help, there shall be but one employed as manager of the different departments who shall not be eligible to membership. All other parties involved in such stores shall become members of Local No. 219.

(4) Whenever possible employer shall give regular extra help or extra help longest in service, the preference over new extras whenever extra work is to be had.

HOURS

Forty-four (44) hours shall constitute a work week. All Clerks' hours shall be worked between the hours of 8:30 a. m. and 5:30 p. m. on the first five (5) days of the week. On Saturdays the hours shall be 8:30 a. m. to 8:00 p. m., except during July and August all clerks shall cease work not later than 6:00 p. m.

All members of the Union and holders of its permit cards shall have no less than one hour for each lunch period, unless specifically requested by employee and agreed to by employer for a longer period.

Each clerk shall be allowed absence of at least one (1) Saturday eve per month without any reduction of his or her wages.

It is agreed that clerks cease work at 8:00 p. m. four (4) nights before Christmas eve providing no clerk shall be required to work more than two of the four nights that the stores remain open.

Services and maintenance employees in retail establishments shall not be required to work more than forty-eight (48) hours. When necessary employees may work hours other than specified, the basic work week to remain the same.

It will be permissible if agreeable to employer and employee to extend working hours in any one calendar week to not more than forty-eight (48) hours this added time to be paid at regular rate.

In case the Merchant shall require, or allow, any employee to work longer than the hours specified in this agreement, it shall be deemed a violation of the agreement, unless time and one-half be paid to said employee. Any employee who works on Sunday or Legal Holiday shall receive time and one-half for his or her services. All clerks will be required to get a permit from the secretary for all work done after store hours and for work done on Sundays and Holidays. Any clerk violating any of these provisions shall be subject to a fine of \$10.00 and a second offense is subject to suspension from Local 219.

The merchant agrees to grant the Local the following holidays with full pay: New Year's Day, Decoration Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day, Christmas Day and any other day that may hereinafter be declared

WAGES

The minimum wages for all female clerks shall be as follows:

First six months at the rate of \$13.50 per week.
Next eighteen months at the rate of \$15.50 per week.
Third and fourth year at the rate of \$17.50 per week.
Over four years at the rate of \$18.50 per week.

The minimum wages for checkers shall be \$18.00 per week, for the first year.

Any female employee now receiving \$18.50 per week or more with four or more years' experience is to receive an increase of two (\$2.00) dollars per week based on said employee's salary of March 16th, 1941.

All extra female help shall receive not less than 32 cents per hour.

The minimum wages for male employees shall be as follows:

First year at the rate of \$16.00 per week.
Second year at the rate of \$18.00 per week.
Third and fourth year at the rate of \$21.00 per week.
Over four years at the rate of \$25.00 per week.

Any male employee now receiving \$22.00 or more with four or more years' experience is to receive an increase in salary of four (\$4.00) dollars per week based on said employee's salary of March 16th, 1941.

The minimum wage for checkers shall be \$18.00 per week for the first year.

All extra male help shall receive no less than thirty-seven (37 cents) an hour.

Experienced male salesmen to receive not less than 45 cents an hour.

Maintenance employees to receive two (\$2.00) dollars increase per week, based on employee's salary as of March 16th, 1941.

All special costumes to be used by the clerks must be furnished gratis by the merchant, inclusive of laundry and maintenance.

In case a clerk is discharged or laid off temporarily it must not be on account of wages or Union affairs.

It is mutually agreed that no clerk shall suffer a reduction in rate of wages during the life of this agreement.

It is understood that no clerk shall be discriminated against or denied employment because of his or her activities in connection with the Local.

It is agreed that whenever practicable that the rotation method of laying off help be followed.

DISPUTE CLAUSE

The properly accredited officers or representatives of both parties to this agreement shall be authorized to settle any dispute arising out of the terms, application or interpretation of this agreement, including unjust discharge or lay-off. Complaints regarding unjust discharges or lay-off must be filed in writing with the Union within five (5) days of such discharge or lay-off or the member nullifies any further claims regarding same.

In the event the properly accredited officers or representatives of both parties to this agreement cannot amicably settle any dispute or grievance arising out of the terms, application or interpretation of this agreement within five days after said grievance, or dispute shall arise, the matter shall then be referred to an Arbitration Board for settlement.

The Arbitration Board shall consist of three Arbitrators, one to be chosen by the Employer within three days after the dispute is referred to arbitration, one to be chosen by the Union within that period, and the third to be selected by the first two named arbitrators of the employer and the Union; provided that the selection of the third man can be made within three days following the appointment of the first two arbitrators.

In the event the first two arbitrators cannot agree upon the third arbitrator within three days following their appointment, either the Union or the Employer may request the Director of Conciliation of the United States Department of Labor to act as the third arbitrator, who shall then, after his appointment, be authorized to head the case and dispute and render a decision within ten days after his appointment.

The appointment shall be final and binding upon both parties to this agreement. If the Arbitration Committee decided the employee has been wrongfully discharged or laid off he shall be restored to his former position receiving pay for the time lost and seniority right shall be restored.

Expenses incurred in connection with this third arbitrator shall be shared equally between the Union and the Company.

There shall be no lockout or cessation of work pending the decision of the Arbitration Board.

The above contract to continue in force one year, unless thirty days' notice in writing is given to the contrary by either party to the other. In order to retain a harmonious relationship between employer and employees, this agreement must be respected by both parties.

Any willful infraction by the Merchant of the provisions of this agreement shall be brought to the attention of the members of Local 219 for their consideration.

THE LOCAL

THE MERCHANT

Pres.

Sec'y